MULLIGAN LAW OFFICES
N14 W23777 Stone Ridge Dr. – Suite 120
Waukesha, WI 53188
262-347-2370
fax – 262-347-2372
cell – 414-975-0184
e-mail: mulliganlawbk@gmail.com

February 11, 2011

Ms Marcia Martin
Office of the Clerk of Court
United States Bankruptcy Clerk
Western District of Wisconsin
Federal Building, U.S. Courthouse
P.O. Box 548
Madison, WI 53703

Re: Ronald L. Gardner & Susanne P. Gardner
Chapter 7
Case No. 10-18724-RDM

Dear Ms Martin:

I electronically enclose the Notice of Motion and Motion of PennyMac Loan Services, LLC for Relief from Automatic Stay in this matter. Please charge my card in the amount of $150.00 for the filing fee. Please return a conformed copy to me electronically.

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.

Thank you.

Very truly yours,

MULLIGAN LAW OFFICES

/s/ James P. Mulligan

James P. Mulligan

JPM/kjl
Enclosures

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re: Chapter 7

RONALD L. GARDNER Case No. 10-18724-RDM
SUSANNE L. GARDNER

Debtors.

NOTICE OF MOTION OF PENNYMAC LOAN SERVICES, LLC,
FOR RELIEF FROM AUTOMATIC STAY

PennyMac Loan Services, LLC, servicer for PNMAC Mortgage Co., LLC has filed papers with the court to obtain relief from the automatic stay.

Your rights may be affected. **You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, **within fifteen (15) days of the date of this notice**, (February 28, 2011) you or your attorney must do the following:

File with the court a written objection to the motion and a request for a hearing with:

Office of the Clerk of Court
U.S. Bankruptcy Court
Federal Building, U.S. Courthouse
PO Box 548
Madison, WI 53703

Drafted by:
James P. Mulligan
MULLIGAN LAW OFFICES
N14 W23777 Stone Ridge Dr., Suite 120
Waukesha, WI 53188
Telephone: (262) 347-2370

If you mail your request and objection to the court for filing, you must mail it early enough so the court receives it within 15 days of the date of this notice.

You must also mail copies of the written objection and request for a hearing to:

James P. Mulligan
MULLIGAN LAW OFFICES
N14 W23777 Stone Ridge Dr., Suite 120
Waukesha, WI 53188

William J. Rameker
Chapter 7 Trustee
P.O. Box 2038
Madison, WI 53701-2038

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Dated this 11th day of February, 2011.

MULLIGAN LAW OFFICES
Attorneys for Movant

/s/ James P. Mulligan
By:__________________________________
James P. Mulligan
State Bar No. 1014232

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re: Chapter 7

RONALD L. GARDNER Case No. 10-18724-RDM
SUSANNE P. GARDNER,

Debtors.

MOTION OF PENNYMAC LOAN SERVICES, LLC
FOR RELIEF FROM AUTOMATIC STAY

PennyMac Loan Services, LLC, as servicer for PNMAC MORTGAGE CO, LLC, moves the court for relief from the automatic stay pursuant to section 362(d) of the Bankruptcy Code and alleges as follows:

1. Movant holds a valid recorded mortgage on the property located at 404 S. Preston Ave, Reedsburg, Wisconsin 53959.

2. That the mortgage loan for which the movant has a secured interest is in default for all payments coming due on and after December 1, 2009.

3. That a foreclosure of the above described mortgage will result in a foreclosure sale, which would be conducted approximately September, 2011, seven (7) months from now.

Drafted by:
James P. Mulligan
Mulligan Law Offices
N14 W23777 Stone Ridge Dr., Suite 120
Waukesha, WI 53188
Telephone: (262)-347-2370

4. That the estimated assessed value of the property per the debtor's schedules is $177,300.00.

5. That the mortgaged property's value is computed as follows:

Estimated fair market value	$ 177,300.00
LESS: forced sale discount (20%)	35,460.00
Value at foreclosure sale	$ 141,840.00

6. That the amounts due and to become due as of February 2, 2011 on the aforementioned mortgage are as follows:

Principal	$ 231,491.16
Interest to date	14,934.86
Late Charges	281.48
Other Fees	959.00
Escrow Advance	3,309.00
Attorney's fees and costs	800.00
Amount due at this time	$ 251,775.50

7. Movant does not have protection from the debtors in the form of money payments or other security pending this Chapter 7 case. Based upon the above and information contained in the debtors' petition filed with the court, movant does not have adequate protection with regard to its security interest.

8. The allegations of the foregoing paragraphs indicate that the encumbered property is burdensome and of inconsequential value and benefit to the bankruptcy estate.

9. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of the Bankruptcy Rule 4001(a)(3), therefore allowing an Order to be effective upon this Honorable Court's signature.

WHEREFORE, the movant requests that the automatic stay be terminated pursuant to section 362(d) of the Bankruptcy Code, the trustee be ordered to abandon his interest in the encumbered property pursuant to section 554 (b) of the Bankruptcy Code and for such further relief as may be just and equitable.

Dated this 11th day of February, 2011.

MULLIGAN LAW OFFICES
Attorneys for Movant

/s/ James P. Mulligan
By:______________________________
James P. Mulligan
State Bar No. 1014232

Loan Number GARDNER

ADJUSTABLE RATE NOTE
(LIBOR Six-Month Index (As Posted By Fannie Mae)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 23, 2003 [Date] PEWAUKEE [City], WISCONSIN [State]

404 S. PRESTON AVE, REEDSBURG, WISCONSIN 53959
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 225,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is AMERICA'S MORTGAGE BANC, KANSAS CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.490 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on OCTOBER 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10551 BARKLEY, SUITE 401, OVERLAND PARK, KANSAS 66212 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,420.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2005 , and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as posted by Fannie Mae through electronic transmission or by telephone or both through electronic transmission and by telephone. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer posted either through electronic transmission or by telephone, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 260/1000 percentage points (6.260 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.490 % or less than 6.490 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.490 %My interest rate will never be less than 6.490%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Susanne P. Gardner (Seal)
SUSANNE P. GARDNER -Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

[Sign Original Only]

RIDER TO ADJUSTABLE RATE NOTE
FLOOR

Borrower's Name(s): SUSANNE P. GARDNER

Note Date: SEPTEMBER 23, 2003

For a valuable consideration, receipt of which is hereby acknowledged, both Borrower and Lender agree that this RIDER TO ADJUSTABLE RATE NOTE ("Rider") amends that certain Promissory Note ("Note") of date shown above, to which this Rider is attached. Borrower and Lender agree that this Note shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Note of the Security Instrument given by Borrower to secure repayment of the Note.

LIMITS ON INTEREST RATE CHANGES

This loan has an interest rate "floor" which will limit the amount the interest rate can decrease. Regardless of any change in the Index, the interest rate during the term of this loan will never be less than the initial interest rate provided for Section 2 of this Note .

Susanne P. Gardner
SUSANNE P. GARDNER

Dale A. Nichols
Witness

Witness

Adv.rdr

Allonge to Promissory Note

Without Recourse pay to the order of:
CITIFINANCIAL MORTGAGE COMPANY

By: *[signature]*

Name: CHRISTOPHER S. CONWAY

Title: PRESIDENT

Company: AMERICA'S MORTGAGE BANC, INC

Borrower: SUSANNE P. GARDNER
404 S. PRESTON AVENUE
REEDSBURG, WISCONSIN 53959

Loan Amount: $225,000.00
Closing Date: 09/23/2003

822969

MORTGAGE

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
AT 1:50 O'CLOCK P M
ON Oct 6 2003
REGISTRAR
39.00 ck

Document Number: Loan Number: GARDNER

Return Address: AMERICA'S MORTGAGE BANC
1166 QUAIL COURT, SUITE 200
PEWAUKEE,WISCONSIN 53072

Parcel I.D. Number: 276-1823-10000

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 23, 2003 , together with all Riders to this document.
(B) "Borrower" is SUSANNE P. GARDNER AND RONALD L. GARDNER WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is AMERICA'S MORTGAGE BANC

Lender is a CORPORATION organized and existing under the laws of KANSAS .
Lender's address is 1166 QUAIL COURT, SUITE 200, PEWAUKEE, WISCONSIN 53072 .
Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 23, 2003 . The Note states that Borrower owes Lender TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (U.S. $225,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2033 .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- [X] Adjustable Rate Rider
- [ ] Balloon Rider
- [ ] 1-4 Family Rider
- [ ] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the

COUNTY of SAUK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction] :

LOT 2 OF CERTIFIED SURVEY MAP NO. 2626 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAUK COUNTY, WISCONSIN IN VOLUME 11 OF CERTIFIED SURVEYS ON PAGE 2626, AS DOCUMENT NO. 573339. (LOCATED IN THE NW 1/4 SE 1/4 OF SECTION 9, TOWNSHIP 12 NORTH, RANGE 4 EAST, CITY OF REEDSBURG, ALSO BEING A PART OF CERTIFIED SURVEY MAP NO. 80) SAUK COUNTY, WISCONSIN.
A.P.N. #: 276-1823-10000

which currently has the address of 404 S. PRESTON AVE
[Street]
REEDSBURG , Wisconsin 53959 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

000613

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Susanne P. Gardner (Seal)
SUSANNE P. GARDNER -Borrower

(Seal)
RONALD L. GARDNER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Walt A. Nichols

Witness:

Walt A. Nichols

[Space Below This Line For Acknowledgment]

State of Wisconsin
County of SAUK

This instrument was acknowledged before me on September 23, 2003
by SUSANNE P. GARDNER, RONALD L. GARDNER

Walt A. Nichols
Notary Public
Walt A. Nichols

(Seal)

My commission expires: 1-08-06

This instrument was drafted by:
JULIE KORTH

ASSIGNMENT OF MORTGAGE

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
AT 11:30 O'CLOCK A M
ON Dec 15 2003
REGISTRAR
11.00 ch

Document Number: 828212

AA11235
5001497535

Return Address:
AMERICA'S MORTGAGE BANC
1166 QUAIL COURT, SUITE 200
PEWAUKEE, WISCONSIN 53072
Loan Number: GARDNER

Parcel I.D. Number: 276-1823-10000

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to CITIFINANCIAL MORTGAGE COMPANY, INC., 8333 RIDGEPOINT DRIVE IRVING, TX 75063

all beneficial interest under that certain Mortgage dated SEPTEMBER 23, 2003 executed by SUSANNE P. GARDNER AND RONALD L. GARDNER WIFE AND HUSBAND , Mortgagor

and recorded either:

☐ concurrently herewith, or

☐ as Instrument No. 822969 on 10/6/03 in book , page , of Official Records in the County Recorder's office of SAUK County, WISCONSIN , describing land therein as

LOT 2 OF CERTIFIED SURVEY MAP NO. 2626 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAUK COUNTY, WISCONSIN IN VOLUME 11 OF CERTIFIED SURVEYS ON PAGE 2626, AS DOCUMENT NO. 573339. (LOCATED IN THE NW 1/4 SE 1/4 OF SECTION 9, TOWNSHIP 12 NORTH, RANGE 4 EAST, CITY OF REEDSBURG, ALSO BEING A PART OF CERTIFIED SURVEY MAP NO. 80) SAUK COUNTY, WISCONSIN.
A.P.N. #: 276-1823-10000

Commonly known as: 404 S. PRESTON AVE, REEDSBURG, WISCONSIN 53959
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

AMERICA'S MORTGAGE BANC, KANSAS CORPORATION

By: *Christopher S Conway*

Name: CHRISTOPHER S. CONWAY

Title: PRESIDENT

By: ________

Name: ________

Title: ________

____
Attest

____
Attest

STATE OF KANSAS

COUNTY OF JOHNSON

On SEPTEMBER 23, 2003 before me,
MELISSA GRAFF
a notary public in and for said state, personally appeared CHRISTOPHER S. CONWAY, PRESIDENT
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Melissa Graff* MELISSA GRAFF, JOHNSON COUNTY

My Commission Expires: 8/8/07

(This area for Corporate Seal)

MELISSA GRAFF
NOTARY PUBLIC
STATE OF KANSAS
COUNTY OF JOHNSON
MY COMM. EXPIRES 8/8/07
(This area for official notarial seal)

This Instrument Prepared By: JULIE KORTH

PM091C
500149753S
HM

000060 DOC# 1015053

Recorded
Aug. 31,2010 AT 08:30AM

PREPARED BY & RETURN TO:
M. E. Wilcman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

(CORRECTIVE)
Assignment of Mortgage

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: $30.00

(2)

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, CITIMORTGAGE, INC 1111 Northpoint Circle, Bldg 4 Suite 100, Coppell, TX 75092 (Assignor) by these presents does assign, and set over, without recourse, to PNMAC MORTGAGE CO., LLC 27001 Agoura Rd, Calabasas, CA 91301 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by **SUSANNE P GARDNER AND RONALD L GARDNER WIFE AND HUSBAND** to AMERICA'S MORTGAGE BANC. Said mortgage Dated: 9/23/2003 is recorded in the State of WI, County of Sauk on 10/26/2003, as Document 822969 Page 000602 AMOUNT: $ 225,000.00 SEE ATTACHED EXHIBIT A THIS ASSIGNMENT OF MORTGAGE IS BEING RECORDED TO CORRECT THE ASSIGNOR ON ASSIGNMENT RECORDED ON 6/14/10 IN DOCUMENT #1010303 PAGE 000072

Property Address: 404 S PRESTON AVE, REEDSBURG, WI 53959

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer.
Executed on: August 24, 2010
CITIMORTGAGE, INC

By: M. Arndt

M. Arndt, Vice President

GARDNER MAA *08023512*

State of Texas, County of Tarrant
On 08/24/2010, before me, the undersigned, personally appeared M. Arndt, who acknowledged that he/she is Vice President of/for CITIMORTGAGE, INC and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of CITIMORTGAGE, INC .

Notary public, Julie Bacon
My commission expires: November 30, 2010

JULIE BACON
Notary Public, State of Texas
My Commission Expires
November 30, 2010

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re: Chapter 7

RONALD L. GARDNER Case No. 10-18724-RDM
SUSANNE . GARDNER,

Debtors.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

James P. Mulligan, being first duly sworn on oath deposes and says that he is an employee of the firm of **MULLIGAN LAW OFFICES**, attorneys for movant, **PennyMac Loan Services, LLC,** that on the 11th day of February, 2011, he mailed, properly enclosed in a postage paid envelope, copies of the annexed Notice of Motion and Motion of PennyMac Loan Services, LLC for Relief from Automatic Stay to any party in this action that **is not** listed on the electronic e-filing receipt, at their proper post office address set after their respective name, to wit:

Ronald L. Gardner
S3387 Larue Road
La Valle, WI 53941-9763

Susanne P. Gardner
S3387 Larue Road
La Valle, WI 53941-9763

/S/ JAMES P. MULLIGAN
____
James P. Mulligan

Subscribed and sworn to before me
this 11th day of February, 2011.

/S/ KATY CRAWFORD
Katy Crawford, Notary Public
Milwaukee County, State of Wisconsin
My commission expires: 4/30/12